persons who claimed title thereto, the Supreme Court expressly stating that the contrary view in *Bardes v. Bank,* 178 U. S. 524, was an inadvertence and purely obiter. Upon *Bryan v. Bernheimer* this case is based. Ordinarily a court must act expeditiously when it is claimed that rights of third parties are invaded under color of process, *Gumbel v. Pitkin,* 124 U. S. 131; but where the claimant's right depends upon a decision of contested issues of fact or questions of law it will be found most expedient to require the controversy to be determined by a plenary action in the court of bankruptcy or some other court rather than on a mere motion.

COMMON CARRIERS—CONNECTING CARRIER'S LIABILITY—GOODS AWAITING CONVEYANCE—BILLS OF LADING—TEXAS AND PACIFIC R. R. v. REISS ET AL., 22 Sup. Ct. 253.—Goods, ready to be transferred between connecting carriers, were destroyed. The bill of lading provided that "the common carrier should be liable as warehouseman while the goods awaited further conveyance." *Held,* that, in the absence of notice to the succeeding carrier, the goods were not awaiting further conveyance, and the first carrier was liable as such.

Goods are not awaiting delivery, before notice to the connecting carrier. *McKinney v. Jewett,* 90 N. Y. 267. The court, in this case, holds that an analogy exists between goods awaiting further conveyance by a succeeding carrier and goods awaiting delivery, at the end of their route, so far as the requisite of notice is concerned. But a distinction would seem to have been made between these classes of cases in *R. R. v. Mfg. Co.,* 16 Wall. 318.

COMMON CARRIERS—STEAMSHIP TICKET—STIPULATIONS AGAINST PUBLIC POLICY—CONFLICT OF LAWS—THE KENSINGTON, 22 Sup. Ct. 102.—Stipulations printed on ticket and valid in country where issued, avoiding carrier's liability for negligence, requiring the settlement of all questions thereunder according to the Belgian law, and limiting responsibility for baggage to 250 francs unless excess is shipped and paid for as cargo under Sect. 3, Harter Act: *held* void as against public policy.

In *The New England,* 110 Fed. 415, *Yale L. J.,* xi, 118, it was *held* that stipulations, against liability for negligence, requiring the application of English law, and limiting responsibility for baggage to fifty dollars are invalid. The Supreme Court does not here pass on the reasonableness of the limitation of 250 francs, holding the stipulation to be void on the ground that baggage shipped as cargo under Sect. 3, Harter Act, is exempt from carrier's responsibility for negligence.

COMMON CARRIERS—WRONGFUL EJECTION—DAMAGES—MALICE — KIBLER V. SOUTHERN RY., 40 S. E. 556 (S. Car.).—In an action for wrongfully ejecting a passenger for non-payment of fare, *held,* that it was error to charge the jury that "the intentional doing of any unlawful act would be construed malicious" and ground for exemplary damages.

Such an act would not justify punitive damages where the actor had a reasonable belief in his right to do the act. 12 Am. & Eng. Enc. Law (2d ed.), 24, 25. Not even the fact that defendant "had good reason to believe the acts were wrongful" would show malice so as to warrant punitive damages. *Inman v. Ball,* 65 Iowa 543. But there must be a reasonable belief in the

right to do the act. *Singer Mfg. Co. v. Holdfodt,* 86 Ill, 455. And even such a reasonable belief, based on advice of counsel, will be no shield against punitive damages if the act is in fact unlawful and is committed in a wanton and outrageous manner. *Jasper v. Purnell,* 67 Ill. 358.

CONSTITUTIONAL LAW—EIGHT HOUR WORKING DAY—STATE v. ATKIN, 67 Pac. Rep. 519 (Kan. 1.).—Defendant was convicted of having violated a statute making it a misdemeanor for any contractor engaged on work for a municipal corporation to allow his employees to work more than eight hours per day. *Held,* that the statute is constitutional.

This is contrary to the decisions in other States on similar statutes. A law in New York compelling contractors working for municipal corporations to pay the prevailing rate of wages was held unconstitutional. *State ex rel. Rogers v. Coler,* 166 N. Y. 1. Laws almost identical with the one under discussion were held unconstitutional as follows: *In re Kubach,* 85 Cal. 274; *Low v. Rees Printing Co.,* 41 Neb. 127; *State ex rel. Bramley v. Norton,* 5 Ohio N. P. R. 183; *Seattle v. Sidney Smyth,* 22 Wash. 327. Kansas seems to be the only State which has so far declared such a statute constitutional. The matter has never been decided by the United States Supreme Court.

CONSTITUTIONAL LAW—INCRIMINATING QUESTIONS—MATTER OF EMIL HEUSCHEL, 7 Am. B. R. 207 (N. Y.).—A statute providing that no testimony offered by the bankrupt shall be used against him in any criminal proceeding, does not give him his constitutional right of immunity against prosecution, and he cannot be compelled under it to give any testimony which might incriminate himself.

In this opinion the referee followed a decision of the U. S. Supreme Court in *Councilman v. Hitchcock,* 142 U. S. 547, which declared that any such statute which did not afford complete immunity against criminal prosecution was unconstitutional.

CONSTITUTIONAL LAW—TRANSFER TAX LAWS—ORR ET AL. v. GILMAN, 22 Sup. Ct. 213.—Comptroller of New York, under a state transfer tax law, imposed a tax on the exercise of a power of appointment, derived from a disposition of property made prior to the act's passage. *Held,* that such an act was constitutional.

Justice Shiras' opinion holds that the right of taking property by devise is a privilege accorded by the State, for which it may charge as it sees fit. Consequently, a transfer tax law is not ex post facto, as understood by the U. S. Constitution. *Carpenter* v. *Pennsylvania,* 17 How. 456. Being imposed on all persons in a like situation, it is an equal tax, within the meaning of the Fourteenth Amendment. *Magoun v. Bank,* 170 U. S. 283.

CONTRACTS—CONSIDERATION — VALIDITY — DURESS — DOMENICO ET AL. v. ALASKA PACKERS' ASS'N, 112 Fed. Rep. 554.—Plaintiffs contracted with defendants to work on fishing grounds in Alaska. On arrival they refused to render services agreed unless paid a greater compensation. Defendant, fearing great pecuniary loss, acceded to the demand and entered into new contract, but subsequently refused to abide by it. *Held,* that defendant is bound by the new contract, and that the conditions under which it was made did not constitute duress.